

**CAPSA TECHNOLOGY LIMITED**

**BILL OF SALE:INVOICE NUMBER [SUNNY5th-2]**

**IN CONSIDERATION** for **the RESALE PRICE, Chimdii Onwukwe** a company incorporated with the laws of the federal Republic of Nigeria, with RC Number , and whose registered office is at **Ikoyi, Lagos , Lagos**, (the “Reseller”), agrees to sell to **Olawuni Oladayo**, whose address is at **Mulliner Street, Ibadan, Oyo** (the “Buyer”).

The Reseller agrees to **RESELL AND DELIVER** to the Buyer the Resale Invoice together with the legal and beneficial interest in and over the receivables subject always to the terms and conditions of the Capsa Platform.

**1. SALE PRICE**

The Reseller acknowledges the Buyer’s payment of the Resale Price as full payment for the Resale Invoice.

**2. SALE OF INVOICE**

The Reseller will sell and deliver to the Buyer Invoice Number **SUNNY5th-2**: the resale of which assigns to the Buyer, full legal and beneficial interest in the invoice subject always to the terms and conditions of the Capsa Platform

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|-----------------------|------------------------|
| <b>INVOICE NUMBER</b> | <b>SUNNY5th-2</b>      |
| <b>RESALE PRICE</b>   | <b># 5,400,000</b>     |
| <b>RESELLER</b>       | <b>Chimdii Onwukwe</b> |
| <b>NET VALUE</b>      | <b># 5,387,500</b>     |
| <b>MATURITY DATE</b>  | <b>05-11-2023</b>      |

**Accepted By:**  
**Accepted At:**

|                                                                             |  |
|-----------------------------------------------------------------------------|--|
| <b>INSURANCE<br/>POLICY<br/>NUMBER</b><br><br><b>(where<br/>applicable)</b> |  |
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### 3. WARRANTIES

3.1. The Anchor and the Reseller hereby warrants to the Buyer as follows that:

3.1.1. the Invoice is free of any liens and encumbrances;

3.1.2. the Reseller has the full right and authority to sell the Invoice; and

3.1.3. the Anchor will defend and be held fully responsible for all claims and demands, which arises prior to the sale date, with respect to the Invoice if any.

3.2. The conditions of sale detailed in the Capsa Terms and Conditions are deemed restated here for the benefit of the Parties as if each reference in those terms are referenced specifically in this Bill of Resale.

This Bill of Sale will be construed in accordance with and governed by the laws of the Federal Republic of Nigeria.

**SIGNED** by the Anchor

**SIGNED** by the Reseller

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**SIGNED** by the Buyer

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**Accepted By:**  
**Accepted At:**